

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candid	late/Issue			DC	CC			
	Dates (if one folder is used per		10/25/12-10/29/12					
	ate, a separate checklist must be eted for each flight)					<u>Initials</u>		
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	7)	5	Date:	10/24/12	BE		
2.	Original contract showing requested time (when available)			Date:	10/24/12	BR		
3.	Updated contracts as order changes.			Date:		· · · · · · · · · · · · · · · · · · ·		
4.	Invoice of schedule as actually broadcast including amount of rebates given (exact date, time, class of time and amount for each rebate), if any			Date:	10/28/12	RP		
			Check	list Com	pleted:			
		By:						
		Date:						
			I					

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location:							
I, Saah Leven do hereby request station time concerning		ng issue:					
Broadcast Rotation or D Length Package	ays	Class	Times Wee		«Numbe of Wee	r ks	
ASDAC) PR	EJ					
Total charges:							
This broadcast time will be used by: De Campa	morra	ch'c c	ingr	e581	ional)	
Does the programming (in wh message relating to any polit	ole or in	nart) co	mmuni	rate "			
Yes	.*	□ No					

Copyright © 2011 by the National Association of Broadcasters. May Not Be Copied, Reproduced, or Further Distributed.

1

For programming that "communicates a messag importance," list the name of the legally qualified office(s) being sought and the date(s) of the electrons of the	d candidate(s) the programming refers to, the
For programming that "communicates a message importance," attach Agreed Upon Schedule (Pag	relating to any political matter of national 3)
I represent that the payment for the above descri	bed broadcast time has been furnished by:
Democratic Congress 430 south capital st. Washington, ox 200	onal Campaign committee
and you are authorized to announce the time as p furnishing the payment, if other than an individual	aid for by such person or entity. The entity person, is:
a corporation; a committee; an as	ociation; \square or other unincorporated group.
The names, offices, and addresses of the chief excagents of the entity are named below (may be attached) Shief Mark, Chief OX THIS STATION DOES NOT DISCRIMINATE OF RACE OR ETHNICITY IN THE PLACMENT	ched separately): Perating Officer R PERMIT DISCRIMINATION ON THE BASIS
I agree to indemnify and hold harmless the station for reasonable attorney's fees, that may ensue from the badvertisement(s). For the above-stated broadcast(stranscript, or tape, which will be delivered to the sbefore the time of the scheduled broadcasts.	oadcast of the above-requested J. I also agree to prepare a script
TO BE SIGNED BY IS:	THE ADVEDTICES
HIS/II Signature	202 338 8700 Contact Phone Number
TO BE SIGNED BY STAT	ION REPRESENTATIVE
Accepted Accep	ed in Part Rejected
Brian Raughter Brian R	aughter By
Copyright © 2011 by the National Association of Broadcasters. May Not E	Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
A	58	20	TRE		

Total Charges

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.

CONTRACT

www.thepittsburghchannel.com

WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

Great American Media 3050 K St NW Washington, DC 20007

		Contract / Rev	<u>rision</u>	\neg	Alt Order #		
		966885	1		07915006		
1	duct						
DC	CC-DEM CNGRS CMPC	3					
Col	tract Dates	Estimate #					
10/	25/12 - 10/29/12	2112					
Ad	<u>vertiser</u>			<u>Ori</u>	ginal Date /	Revision	
De	Democratic Congressional Campaign C			1	0/23/12	/ 10/23/12	
		Billing Cycle	Billing	Cal	endar	Cash/Trade	
		EOM/EOC	Broado	ast		Cash	
		Station	Accour	nt E	xecutive	Sales Office	
		WTAE	Bob Ca	ain		Eagle-Philadelpl	
		Special Hand	ing				
		Demographic					
		Adults 35+					
)						
	2	IDB#	Advertiser Code		Code	Product Code	
		8091	11			14	
	¥	Agency Ref			Advertiser	Ref	

Spots/ Start/End Time Days Length Week Rate Type Spots Amount *Line Ch Start Date End Date Description 9-10am :30 NM \$325.00 10/26/12 Live with Kelly WTAE 10/25/12 Spots/Week Start Date Weekdays Rate **End Date** \$325.00 Week: 10/22/12 10/28/12 ---TF--1 M-F 10AM-11AN :30 NM 1 \$325.00 2 WTAE 10/25/12 RACHEL RAY DAY 10/26/12 Start Date **End Date** Weekdays Spots/Week Rate \$325.00 10/28/12 ---TF--Week: 10/22/12 11am-noon :30 NM \$500.00 WTAE 10/25/12 10/29/12 The View End Date Weekdays Spots/Week Start Date Rate \$500.00 Week: 10/25/12 10/31/12 M--TF--1 11-1130am NM \$300.00 :30 1 WTAE 10/28/12 10/28/12 Chirs Matthews Sun Spots/Week **End Date** Weekdays Rate Start Date ----S \$300.00 Week: 10/22/12 10/28/12 WTAE 10/25/12 10/29/12 5-6am News 5 - 6am :30 MM 1 \$650.00 Spots/Week Start Date **End Date** Weekdays Rate Week: 10/25/12 M--TF--\$650.00 10/31/12 :30 NM Sun 8-10am News 8-10am 1 \$550.00 WTAE 10/28/12 10/28/12 **End Date** Spots/Week Start Date Weekdays Rate Week: 10/22/12 10/28/12 \$550.00 1 WTAE 10/25/12 10/29/12 Inside Edition 7-7:30pm :30 NM \$1,200.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/25/12 10/31/12 M--TF-\$1,200.00 10/25/12 :30 NM WTAE 10/25/12 Thur ABC Prime C 10-11pm \$4,500.00 **End Date** Weekdays Start Date Spots/Week Rate Week: 10/22/12 10/28/12 ---T---1 \$4,500.00 Totals 8 \$8,350.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	6	\$6,650.00	\$5,652.50
10/29/12 -10/29/12	2	\$1,700.00	\$1,445.00
Totals	8	\$8,350.00	\$7,097.50

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain dbligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

		Contract / Revision 966885 /	Alt Order # 07915006
Co	ntract Dates	Product	Estimate #
0,	25/12 - 10/29/12	DCCC-DEM CNGRS C	V2112
		I a :	in ID-1- /D-1-i-i-

Print Date 10/23/12

Page 2 of 4

+								
Adverti	ser	Original Date / Revision						
Demo	cratic Congression	10/23/12	/ 10/23/12					

ignature:	D	Date:	
-----------	---	-------	--

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may erminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impailed. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political cundidates under the Communications Act or 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's hen existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitiee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9 GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof

- (b) The Station shall exercise normal precautions in handling of proberty and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that Party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing therein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. It this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 Main: (412)242-4300

Main: (412)242-4300 Billing: (781)433-4283

www.thepittsburghchannel.com

Billing Address:

Great American Media Attention: Accounts Payable 3050 K St NW Washington, DC 20007

Send Payment To: WTAE

P.O. Box 26887 Lehigh Valley, PA 18002-6887

	Inve	pice #		Invoice Date	Invoice M	<u>Ionth</u>	Invoi	ce Period			
	966	885-1		10/28/12	October	2012	10/01	/12 - 10/28/12			
	_										
	Sta	<u>tion</u>	Acc	ount Executive	<u>∋</u>	Sales Offi	<u>ce</u>	Sales Region			
	WT	AE	Bob	Cain		Eagle-Phi	ladelp	National			
Advertis	<u>ser</u>			Produ				nate Number			
Democ	ratio	Congression	nal	DCC	C-DEM CN	IGRS CMPG	2112				
				Flight Dates		Order#		Alt Order#			
				10/25/12 - 10/	/29/12	966885		07915006			
		7.				I					
				Billing Calend	<u>lar</u>	Billing Type		Deal #			
				Broadcast		Cash					
				Special Hand	ling						
				IDD #		Advertiser C	odo I	Product Code			
				IDB#			<u>Joue</u>				
				8091		11		14			
				Agency Ref		Advertiser Ref					

Line Start	Date End Date	e Description	Start/End Time	MTw	/TFSS	Length	Spots/ Week	Rate	Туре	
1 10/25	/12 10/26/12	Live with Kelly	9-10am		TF	:30	1	\$325.00	NM	
Week	10/22/12 # Ch <u>Day A</u>	10/28/12TF		2	Rate 25.00 tart/End Time -10am		th <u>Ad-ID</u> 30 D3C12PA	12т07н		<u>Rate</u> <u>Type</u> \$325.00 NM
2 10/25	/12 10/26/12	RACHEL RAY DAY	M-F 10AM-11AM		TF	:30	1	\$325.00	NM	
Week	10/22/12 # Ch <u>Day A</u>	10/28/12TF		5	Rate 25.00 tart/End Time I-F 10AM-11AM		th <u>Ad-ID</u> 30 D3C12PA	12т07н		<u>Rate</u> <u>Type</u> \$325.00 NM
4 10/28	/12 10/28/12	Chirs Matthews Sun	11-1130am		S	:30	1	\$300.00	NM	
Week	10/22/12 # Ch <u>Day A</u>	10/28/12S		9	Rate 00.00 tart/End Time 1-1130am		th <u>Ad-ID</u> 30 D3C12PA	12т07н		<u>Rate</u> <u>Type</u> \$300.00 NM
5 10/25	/12 10/29/12	5-6am News	5 - 6am	M	TF	:30	1	\$650.00	NM	- 1 - E W
Week	10/25/12 # Ch <u>Day A</u>	10/31/12 MTF		<u>s</u>	Rate 50.00 tart/End Time 5 - 6am		th <u>Ad-ID</u> 30 d3C12PA	12т07н		<u>Rate</u> <u>Type</u> \$650.00 NM
6 10/28	/12 10/28/12	Sun 8-10am News	8-10am		S	:30	1	\$550.00	NM	
Week	s: <u>Start Date</u> 10/22/12 <u>#</u> Ch <u>Day A</u> 1 WTAE Su 1	10/28/12S <u>ir Date Air Time</u> <u>Descr</u>		2	Rate 50.00 tart/End Time 3-10am		th <u>Ad-ID</u> 30 D3C12PA	12т07н		<u>Rate</u> <u>Type</u> \$550.00 NM
8 10/25	/12 10/25/12	Thur ABC Prime C	10-11pm		т	:30	1	\$4,500.00	NM	
Week	s: <u>Start Date</u> 10/22/12 : <u>#</u> Ch <u>Day A</u> 1 WTAE Th 1	10/28/12T ir Date <u>Air Time</u> <u>Descr</u>		2	Rate 00.00 tart/End Time 0-11pm		th <u>Ad-ID</u> 30 D3C12PA	12т03н		Rate Type \$4,500.00 NM



Send Payment To: WTAE P.O. Box 26887 Lehigh Valley, PA 18002-6887

Invoice # Invoice Date **Invoice Month** Invoice Period 966885-1 10/28/12 October 2012 10/01/12 - 10/28/12

Advertiser Product Estimate Number

Democratic Congressional DCCC-DEM CNGRS CMPC 2112

www.triepittsburgrione	111161.60111										
Line Start Date	End Date	Description	Start/End Time	MTW	TFSS	Length	Spots/ Week	Rate	Туре		
8 10/25/12	10/25/12	Thur ABC Prime C	10-11pm		Т	:30	1	\$4,500.00			
				-	Total Spots		6				
Payment Te	erms 30 l	Days						Gross Total y Commission		\$6,650.00 \$997.50	
					I		ive	Amount Due		\$5,652.50	

INVOICE